Government of Karnataka

Office of Bengaluru Solid waste Management limited

REQUEST FOR PROPOSAL DOCUMENT

Segregation & loading of LVP/RDF to tippers at MSW processing plants

.....

Deputy General Manager- 3
Bengaluru Solid Waste Management Limited (BSWML)
1st and 2nd floor, BBMP Building, Timmaiah Road,
Vasanth Nagar, Bengaluru -560 052

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BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of the Deputy General Manager-3, 1st Floor, Thimmaiah Road, Vasanth Nagar, Bengaluru-560052.

****

No. DGM-3/BSWML/Tend/ /2025-26 Date: 31-12-2025

INVITATION FOR SHORT TERM TENDER (IFT)
(Through GOK KPPP only)

The Deputy General Manager-3, Bengaluru Solid Waste Management Limited on behalf of the Managing Director, BSWML, Bengaluru invites tender from eligible tenderers for the services mentioned in the table below. The tenderers may submit tenders for services through KPP portal of the Government of Karnataka (viz. https://kppp.karnataka.gov.in).

SL No	Name of the services	Estimate amount of works (Rs. In Lakhs)	Duration	EMD Amount in Rs.
1	Segregation & loading of LVP/RDF to tippers at MSW processing plants.	78.78	05 Months	1,57,560.00

Calendar of Events:

1. Last date to upload pre-bid queries: 05.01.2026 upto 15.00 Hrs. in KPP Portal.
2. Pre bid meeting: 05.01.2026 at 15.00 Hrs at the office of CE & CGM (Tech),

BSWML, Thimmaiah Road, Vasanthanagar, Bangalore.

3. Last date for submission of the bids: 12.01.2026 upto 16.00 Hrs.
4. Date of opening of Technical bid on : 13.01.2026 at 16.30 Hrs.
5. Date of opening of Financial bids to be notified to technically qualified bidders.

NOTE:

1. The Employer shall not be liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the Tenderers of any tender updates, the Employer shall not be liable for any information not received by the Tenderers. It is the Tenderers responsibility to verify the KPP portal for the latest information related to the tender, E-mail address of the Helpdesk is support@eprochelpdesk.com. KPP portal help desk telephone numbers are: 080-22371090/22373788. The tenderer is required to ensure browser capability of the computer well in advance to the last date and time for receipt of the tenders. The employer shall not be responsible for non-accessibility of KPP portal due to internet connectivity issues and technical glitches.
2. Any corrigendum/addendum will be published in the KPP portal only.

Sd/-
Deputy General Manager-3
BSWML

Copy Submitted to the:

1. Hon'ble Chairman, BSWML & ACS, UDD for kind information.
2. Hon'ble Managing Director, BSWML/Chief Commissioner, GBA for kind information.
3. Chief Executive Officer, BSWML for kind information.
4. Chief Engineer & Chief General Manager (Tech) BSWML, for kind information
5. Chief Operational Officer BSWML, for kind information.
6. Chief Financial officer BSWML for kind information.
7. Company Secretary, BSWML for kind necessary action.
8. Office Copy

Deputy General Manager-3
BSWML

SECTION 1. LETTER OF INVITATION

1. ***Bengaluru Solid Waste Management Limited***, invites Proposals to provide the following Services: "***Segregation & loading of LVP/RDF to tippers at MSW processing plants***" for a period of 5 months. More details on the Services are provided in the attached Terms of Reference.

2. A Bidder will be selected under Least Cost Selection (LCS) procedures described in this RFP.

3. The RFP includes the following documents:

   Section 1 - Letter of Invitation
   Section 2 - Information to Bidders
   Section 3 - Technical Proposal - Standard Forms Section 4 - Financial Proposal - Standard Forms Section 5 - Terms of Reference
   Section 6 - Standard Form of Contract.

4. Please inform us, upon receipt:

- That you received the letter of invitation; and
- Whether you will submit a proposal alone or in association with other entity as Joint Venture with joint and several responsibilities.

Yours sincerely,

Deputy General Managrer- 3
Bengaluru Solid Waste Management
Limited (BSWML)

SECTION 2. INFORMATION TO BIDDERS[1]

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm, in accordance with the method of selection indicated in the Data Sheet.

1.2 The Bidder are invited to submit a Technical Bid and a Financial Bid, as specified in the Data Sheet (the Bid) for services required for the Assignment named in the Data Sheet ***through the KPP portal***. The Bid will be the basis for contract negotiations and ultimately for a signed contract with the selected Bidder.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Bidder under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Bidder must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the

Assignment and on the local conditions, Bidder are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre- proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Bidder's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidder should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the Bidder in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Government of Karnataka (GOK) expects Bidder to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, Bidders shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Bidders or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Bidders.

1.7.2 As pointed out in para. 1.7.1 (a) above, Bidders may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Bidder should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Bidder will be hired for the purpose.

1.8 It is GOK's policy to require that Bidders observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK to inspect Bidder's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10 Bidders shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

2.1 Bidders may request a clarification of any item of the RFP document up to the number of days indicated in the KPP portal. Any request for clarification must be through KPP portal. A prospective bidder requiring any clarification may notify online the authority inviting the bid. The authority inviting bid will respond to any request(s) for clarification received up to pre- bid meeting. Description of clarification sought and the response of the authority inviting the bid will be

uploaded for information of the public or other bidders in the KPP portal without identifying the source of request for clarification.

2.2 Before the deadline for submission of bids, the Client may modify the bidding documents by issuing online addendum. The addendum will appear on the web page of the website https://kppp.karnataka.gov.in. Any addenda thus issued shall be part of the bidding documents and deemed to have been communicated to all the prospective bidders in the KPP portal. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Client shall extend as necessary the deadline for submission of bids.

3. PREPARATION OF PROPOSAL

3.1 Bidders are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, Bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Bidders must give particular attention to the following:

(i) Reports to be issued by the Bidders as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

(ii) **To qualify for award of this contract, the bidder should have the qualification criteria as follows:**

a) Bidder must have class III and above license registered with KPWD/BBMP/GBA

b) Achieved in any two years during the last five financial years (i.e. 2020-21 to 2024-25) minimum annual financial turnover of **Rs. 157.56 Lakhs.** (10% weightage would be given per annum to bring the amount to the present financial year)

c) The bidder / JV should individually/ collectively have satisfactorily completed at least one similar nature of work of value not less than **Rs. 39.39 lakhs** in any one year during last five financial years or (50% of the estimated cost for one year)

d) Bidder must submit the liquid assets and or availability of credit facilities of not less than **Rs. 23.64 Lakhs.** (Credit lines/ letters of credit/ certificates from banks for meeting the fund requirement etc). (Usually not less than 30% of the estimated cash flow).

e) Eligible Tenderers will be qualified only if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*2.5 - B)

where

A = Maximum value of civil engineering works/ Services executed in any one year during the last five years (updated to 2025-26 price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which Tenders are invited.

B = Value, at 2025-26 price level, of existing commitments and on-going works to be completed during the next 5 months.

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.4 The Technical Proposal should provide the following information using the attached

Standard Forms (Section 3):

(i) A brief description of the Bidder's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

3.6 Joint Ventures

3.6 (i) Eligibility		If the Applicant comprises a number of firms combining their resources in a joint venture, the legal entity constituting the joint venture and the individual partners in the joint venture shall be registered and shall otherwise meet the requirements as mentioned in data sheet.
3.6 (ii)	Qualification Criteria	The joint venture must satisfy collectively the criteria. For this purpose the following data of each member of the joint venture may be added together to meet the collective qualifying criteria:
		(a) Eligibility criteria -Joint Venture to have experience mentioned in criteria as specified in 3.3 (ii) (a) (b) wholly/severely and jointly responsible for the Project (c) Financial means (d) personnel capabilities
3.6(iii)	Litigation history	Litigation history In accordance with the above, the Application shall include all related information required under for individual partners in the joint venture.
	3.6(iv) Partner in Charge	One of the partners, who is responsible for performing a key function in contract management or is executing a major component of the proposed contract, shall be nominated as being in charge tendering periods and, in the event of a successful tender, during contract execution. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
	3.6(v) Partner Limitation	The Joint Venture shall be between two entities

Joint and Several Liability	3.6 (vi)	All partners of the joint venture shall be legally liable, jointly and severally, during the tendering process and for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under Sub-Clause 3.6 (iv) above.
3.6(vii) Joint Venture Agreement		A copy of the Joint Venture Agreement (JVA) entered into by the partners shall be submitted with the Application in 3 I JV format. Pursuant to Sub-Clauses 3.6 above, the JV A shall include among other things: the JV's objectives; the proposed management structure; the contribution of each partner to the joint venture operations; the commitment of the partners to joint and several liability for due performance; recourse/sanctions within the JV in the event of default or withdrawal of any partner; and arrangements for providing the required indemnities.
3.6 (viii) Dissolution of Joint Venture	In case	of dissolution of a joint venture prior to the submission of tenders, any of the constituent firms may pre-qualify if they meet all of the pre- qualification requirements, subject to the written approval of the Employer. Individual members of a dissolved joint venture may participate as subcontractor to qualified Applicants, subject to the provisions

Financial Proposal

3.7 In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursables such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.8 Bidders shall express the price of their services in Indian Rupees.

3.9 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Bidder is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the

validity period of the proposals, the Bidders who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, And Opening Of Proposals

4.1 The Technical Bid and Financial Bid; see para 1.2 shall be uploaded in the KPP portal. The documents and details mentioned in clause 3 above shall be submitted online on website https://kppp.karnataka.gov.in Details and process of online submission of the tender and relevant documents are given in the website mentioned above as per the KTPP act. The bidder shall submit their quote in KPP Portal only as per Schedule -1

4.2 An authorized representative of the Bidder initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal. The bidding under this contract is electronic bid submission through website https://kppp.karnataka.gov.in. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC). The DSC can be obtained from any authorized certifying agencies. The bidder should register in the web site https://kppp.karnataka.gov.in . After this, the bidder can login the site through the secured login.

4.3 Bidders are requested to go through the bid documents carefully and submit the required information without exception otherwise bids will be rejected.

4.4 The completed bid comprising documents indicated in clause 3, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document

4.5 Bids must be received by the Client online not later than time specified in the bid data sheet. The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

4.6 After the deadline for submission of Bids the Technical Bid will be opened on the date & time as mentioned in NIT. The Financial Bid of the successful bidders only will be opened after completion of technical bid evaluation.

5. Proposal Evaluation

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Bidder to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Bidder's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of technical Bid is completed, the Client shall notify those Bidder whose Bids did not meet the minimum qualifying mark or were considered nonresponsive to the bid document and Terms of Reference, indicating that their Financial Bids will not be opened after completing the selection process. The Client shall simultaneously notify the Bidders those have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Bids. The opening date shall not be sooner than one week after the notification date. The notification may be intimated through the KPP portal.

5.5 deleted.

5.6 deleted.

5.7 The Client will select the lowest proposal ('evaluated' price) among those that passed the minimum technical score. The selected Bidder will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet and through the KPP portal. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Bid, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Bidder will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Bidder can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 The financial negotiations will involve the operational costs of the plant (not on breakdown of fees).

6.4 Having selected the Bidder on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Bid. Before contract negotiations, the Client will require assurances that the experts and the tools and equipment's will be actually available.

The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the Bid without confirming their availability, the Bidder may be disqualified.

6.5 deleted.

7. Award Of Contract

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Bidders on the shortlist that they were unsuccessful (para 5.3)

7.2 The Bidder is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

DATA SHEET

Information to Consultants

Clause Reference	
1. 1	The name of the Client is: ***Bengaluru Solid Waste Management Limited*** The method of selection is: ***Least Cost Selection (LCS)***
1.2	Technical and a Financial Bids are requested: ***Yes*** The name, objectives and description of the Assignment are: The ***Bengaluru Solid Waste Management Limited,*** invites bids to provide the Services for **Segregation & loading of LVP/RDF to tippers at MSW processing plants as per Terms of Reference**
1.3	The Assignment is phased: ***NO.*** The contract for **05 months** shall be awarded to the bidder.
1.4	A pre-Bid meeting will be held: Yes Date: as mentioned in KPP portal The name(s), address(es), and telephone/numbers of the Client's Official(s) are: Deputy General Manager-3 Bengaluru Solid Waste Management limited (BSWML) 1st & 2nd Floor, BBMP Building, Timmaiah Road, Vasanth Nagar, Bangalore – 560 052
1.5	The Client will provide the following inputs: The disposal facility SOP shall be shared to successful bidder.
1.7.2	The Client envisages the need for continuity for downstream work: **Yes**
1.10	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
2.1	Clarifications may be requested ***up to one day prior*** to pre-Bid conference
3.1	Bids should be submitted in the following language(s): ***English***
3.3	i. Shortlisted Bidder may associate with other shortlisted Bidder: No iii. Reports which are part of the assignment must be written in the following language: ***English***
3.4	i. Training is an important feature of this Assignment: ***Yes*** ii. Additional Information in the Technical Bid includes: ***Nil***
3.9	Bids must remain valid ***180 days*** after the submission date
4.5	Bids must be submitted no later than the following date and time as mentioned in KPP portal
5.1	The address to send information to the Client is Deputy General Manager-3 Bengaluru Solid Waste Management limited (BSWML) 1st & 2nd Floor, BBMP Building, Timmaiah Road , Vasanth Nagar, Bangalore – 560 052
7.2	The Assignment is expected to commence on January-2026 at MSW Processing Plant
Note 1	Bidders are required to pay EMD of **Rs. 1,57,560.00 /-** shall be paid online through KPP

Clause Reference	
	Portal
Note 2	Before award of Tender Bidders are required to submit Security Deposit of **Rs. 3.94 lakhs** (5% of estimated cost) and Difference amount for unbalanced tendered in the form of Fixed Deposit in favor MD, BSWML/ Bank Guarantee as follows: Account Name: Bengaluru Solid Waste Management Limited Account Number: 8401132000077 IFSC Code: CNRB0008401 MICR CODE: 560015100 Branch: BBMP, Sampangiramanagar, Bangalore FD/DD/BG shall be issued by a nationalized/scheduled bank located in India in the form given in Forms of Bids. The bid security submitted shall be valid for 30 days beyond the date of completion of project.

Sincerely,

[Name of Client]

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. 3B.	Technical Proposal submission form. Consultant's references.
3C.	Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.
3I	Joint Venture Format, Memorandum of Understanding
3I (A)	Power of Attorney of Authorized Signatory

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant)	TO: (Name and Address of Client)
_____	_____
_____	_____
_____	_____

Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for ----------

----------Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any

Proposal you receive. We remain,

Yours sincerely,

Authorized
Signature: Name and
Title of Signatory:
Name of Consultant:
Address:

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs.M):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

3C. Comments And Suggestions Of Consultants On The Terms Of Reference And On Data, Services, And Facilities To BE Provided By The Client

---

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

3I - Joint Venture Format

Memorandum of Understanding (*)

between

_____

And

_____

Whereas the Managing Director, BSWML Karnataka State the ' **Employer**' has invited proposal for appointment of agency **Segregation & loading of LVP/RDF to tippers at MSW processing plants –** hereinafter called the Project.

And Whereas _____ (Lead Partner) _____ JV Partner have agreed to form a Joint Venture to provide the said services to the Employer as Agency for Services; and

Now, therefore, it is hereby agreed by and on behalf of the JV Partner as follows:
(i) _____ will be the lead Partner and _____ will be the JV Partner

(ii) _____ (Partner) shall be the in charge of overall administration of contract and shall be authorised representative of all JV Partner for conducting all business for and on behalf of the JV during the bidding process and subsequently, represent the joint venture for and on behalf of the JV for all contractual matters for dealing with the Employer and the work Contractor if service work is awarded to JV.

(iii) All JV partners do hereby undertake to be jointly and severely responsible for all the obligation and liabilities relating to the consultancy work and in accordance with the Terms of Reference of the Request for Proposal for the Services.

(iv) Subsequently, if the JV is selected to provide the desired consultancy services, a detailed MOU indicating the specific project inputs and role of each Partner along with percentage sharing of cost of services shall be submitted to the Employer (Partner may submit the detailed MOU along with percentage sharing of cost at the time of bidding also).

For_____ (Name of Lead Partner)
_____

Managing Director/Head of the Firm
Address
For_____ (Name of JV Partner)
_____

Managing Director/Head of the Firm
Address

(* To be executed on appropriate non judicial stamp paper) (Notarised)

3I (A) Power of Attorney of Authorised Signatory (*)

Know all men by these presents, we…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …… son/daughter/wife of …… and presently residing at ……., who is presently employed with **us** and holding the position of …… , as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for '**Segregation & loading of LVP/RDF to tippers at MSW processing plants –'** (the "Employer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 20…… in line with the following points

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For

…….

(Signature, name, designation and address)

Witnesses:

1.

2. (Notarised)

Accepted

…….

(Signature)

(Name, Title and Address of the Authorized Signatory)

(* To be executed on appropriate non judicial stamp paper)

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

DELETED SINCE THIS OPTION IS NOT AVAILABLE IN KPP PORTAL

4A. FINANCIAL PROPOSAL SUBMISSION FORM

DELETED SINCE THIS OPTION IS NOT AVAILABLE IN KPP PORTAL

4B. SUMMARY OF COSTS

DELETED SINCE THIS OPTION IS NOT AVAILABLE IN KPP PORTAL

4C. BREAKDOWN OF COSTS (RS)

DELETED SINCE THIS OPTION IS NOT AVAILABLE IN KPP PORTAL

SECTION 5. TERMS OF REFERENCE

1. BACKGROUND

Bangalore Solid Waste Management Limited (BSWML) is responsible for the collection, transportation, processing, and disposal of Municipal Solid Waste (MSW) within the Greater Bengaluru Area (GBA). Bengaluru currently generates approximately 5,500 Metric Tonnes Per Day (MTPD) of MSW. Of this, about 3,000 MTPD of wet waste is effectively processed through composting and biomethanation facilities.

The remaining 2,500 MTPD constitutes dry waste, of which around 600 MTPD is sent to Waste-to-Energy (WtE) facilities and approximately 500 MTPD of recyclable dry waste is recovered and recycled. The balance quantity of nearly 1,000 MTPD largely comprises low-value plastics (LVP), refuse-derived fuel (RDF), multilayer plastics, rejects, and other non-recyclable fractions that are difficult to process through conventional recycling routes.

In order to ensure environmentally sound disposal and compliance with the Solid Waste Management Rules, 2016, Plastic Waste Management Rules, 2016 (as amended), and Extended Producer Responsibility (EPR) guidelines, BSWML proposes to utilize co-processing of non-hazardous LVP/RDF in cement kilns. As an initial phase, BSWML plans to divert 200 MTPD of LVP/RDF to cement industries.

To operationalize this initiative, BSWML intends to engage a contractor for segregation, handling, and loading of LVP/RDF at designated MSW processing plants using appropriate machinery and manpower.

2. CONCISE STATEMENT OF OBJECTIVES

The primary objectives of this tender are:

- To ensure efficient segregation, handling, and loading of non-hazardous LVP/RDF generated from MSW processing plants.

- To facilitate the diversion of approximately 200 MTPD of LVP/RDF to cement kilns for co-processing in an environmentally compliant manner.
- To minimize landfill dependency by promoting scientific and sustainable waste disposal practices.
- To comply with applicable Solid Waste Management Rules, Plastic Waste Management Rules, and EPR guidelines.
- To ensure safe, systematic, and uninterrupted loading and transportation of RDF/LVP to cement industries.

3. OUTLINE OF THE TASKS TO BE CARRIED OUT

The scope of work for the bidder shall include, but not be limited to, the following activities:

1. **Unloading and Stocking**
    - Receive LVP/RDF transported through compactors from various locations across Bengaluru city.
    - Unload the LVP/RDF at the MSW processing plant using one backhoe loader (1 m^3 bucket capacity).
    - Stack and store the unloaded material at designated locations as per the instructions of the Engineer-in-Charge.
2. **Segregation**
    - Deploy a minimum of six (6) labourers per day for segregation of RDF/LVP.
    - Remove foreign materials, inert matter, and any non-conforming waste to ensure suitability for co-processing in cement kilns.
3. **Loading Operations**
    - Deploy two (2) hydraulic excavators, each operating for 8 hours per day.
    - Load RDF/LVP into tippers for onward transportation.
    - Each excavator shall load approximately one vehicle per hour, with

an average load of 12 tonnes per vehicle.

- Ensure loading of approximately 16 vehicles per day to achieve the targeted 200 MTPD quantity.

4. **Covering and Securing of Loads**
    - Ensure labourers properly tie and secure tarpaulins on all loaded tippers.
    - Protect the RDF/LVP from spillage and rainwater ingress during transportation.
5. **Documentation and Reporting**
    - Maintain daily records of incoming compactors, quantities handled, number of vehicles loaded, and dispatch details.
    - Submit daily reports to BSWML as per the prescribed format.

4. SCHEDULE FOR COMPLETION OF TASKS

- The work shall be carried out on a **daily basis**, for **8 hours per day**, or as directed by BSWML.
- The contractor shall ensure uninterrupted operations to facilitate the daily dispatch of approximately **200 MTPD of LVP/RDF**.
- The contract period shall be as specified in the tender document, with scope for extension based on performance and operational requirements.
- Monthly payments shall be made based on satisfactory execution of work and submission of required reports.

5. DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT (BSWML)

BSWML shall provide the following support to the bidder:

- Access to designated MSW processing plants for unloading, segregation, stocking, and loading operations.
- Identification of stacking areas and loading points within the facility.

- Coordination for the arrival of compactors carrying LVP/RDF and dispatch of tippers to cement plants.
- Oversight through the Engineer-in-Charge and approval of operational procedures.
- Payment of monthly bills upon verification of work done and submission of reports.

6. Payment Schedule

Payment will be made upon submission of bills by the service provider, preferably on monthly basis, aligned with verified deliverables as per the project timeline.

7.FINAL OUTPUTS REQUIRED FROM THE BIDDER

The bidder shall be responsible for the following deliverables:

- **Daily Operational Reports** including:
  - Number of incoming compactors.
  - Quantity of LVP/RDF unloaded, segregated, and stocked.
  - Number of tippers loaded and dispatched.
  - Any operational issues or deviations observed.
- **Compliance Assurance**
  - Confirmation that segregated RDF/LVP meets the requirements for co-processing in cement kilns.
- **Monthly Summary Reports**
  - Consolidated data on quantities handled, vehicles deployed, and manpower utilized, to support billing and performance evaluation.

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Consultants]

Dated :

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Appendix F — Form of Bank Guarantee for Advance Payments..... 49

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of

_____, 200__ , between, on the one hand, _____ (hereinafter called the "Client")

and, on the other hand, _____(hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows*:

"….(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities,

each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _ (hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract (hereinafter called "GC");

   (b) The Special Conditions of contract (hereinafter called "SC");

   (c) The following Appendices:

Appendix A:	Description of the Services	_____
Appendix B:	Reporting Requirements	_____
Appendix C:	Key Personnel and Sub-consultants	----------
Appendix D:	Services and Facilities to be provided by the Client	_____

Appendix E: Breakdown of Contract Price _____

Appendix F: Form of Guarantee for Advance Payments _____

[*Note: If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.*]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF
OF [NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF
OF [NAME OF
CONSULTANT]

By
(Authorized Representative)

[***Note***: *If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF THE
MEMBERS OF THE
CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized

Representative) etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", in case the entity consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the entities’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the bidder, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the bidder as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) deleted.

(n) ‘Third party” means any person or entity other than the Government, the Client, the bidder.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Consultants shall begin carrying out the Services within Fifteen (15) days after

the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;
(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
(iii) any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC
2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. **Obligations of the Consultants:**

3.1 **General**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- consultants or third parties.

3.2 **Conflict of Interests**

3.2.1 **Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the

Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Consultants and Affiliates Not to engage in certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to Be Taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood
(i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub- consultant and

its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. **Consultants' Personnel and Sub-Consultants**

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 **Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious

misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 **Services and Facilities**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. **Payment to the Consultants:**

6.1 **Lump Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix
A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 **Contract Price**

The Contract price is set forth in the SC.

6.3 **Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 **Terms and Conditions of Payment**

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank

guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 **Interest on Delayed Payments**

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause * Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h)

The Member in Charge is _____

]. [1.4.1 The addresses are:

Client :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

Consultants :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

[Note[1]: Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.] [1.6 The Authorized Representatives are:

For the Client : _____
For the Consultant : _____

[Note: Fill in the blanks]

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

[1] *All Notes should be deleted in the Final Text*

[2.1 The date on which this Contract shall come into effect is :

[2.2 The time period shall be ….. days *[Note: Fill in 30 days or any other appropriate]*or such other time period as the parties may agree in writing]

[2.3 The period shall be _____ *[Note* : *Fill in the period, e.g., twenty-four (24) months* or such other period as the parties may agree in writing].

[3.4 The risks and the coverages shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. ..... for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

[*Note: Fill in the blanks and delete what is*

not applicable] [3.5 (c) ***Note****: Delete where not*

applicable.]

The other actions are _____ .]

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1 *Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]*

[6.2 The amount of Contract is Rs. _____

. [6.4 The account is :.....]

Payments shall be made according to the following schedule :

Note *: (a) the following installments are indicative only; (b) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B,* ***Reporting Requirements****. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 per cent of the lump sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.*

- Twenty (20) percent of the Contract Price shall be paid on or after the date of effectiveness against the submission of a bank guarantee for the same.

- Ten (10) percent of the lump sum amount shall be paid upon submission of the inception report.

- Twenty-five (25) percent of the lump sum amount shall be paid upon submission of the interim report.

- Twenty-five (25) percent of the lump sum amount shall be paid upon the submission of the draft final report.

- Twenty (20) percent of the lump sum amount shall be paid upon approval of the final report.

- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump sum amount.

Note : this sample clause should be specifically drafted for each contract.]

[6.5 Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 90 days in the case of the final payment.

The interest rate is 5%[1] per annum

[7.2 Deleted.

IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel and Sub-consultants

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.

C-2 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-2)]

Appendix D: Services and Facilities to be provided by the Client

[List here under:

F-1 Services, facilities and property to be made available to the Consultants by the Client.]

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price :

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*
2. *Reimbursable expenditures :*

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee
(Reference SC Clause 6.4 of Contract)
(To be stamped in accordance with Applicable

Stamp Act, if any) Ref: _____

Bank Guarantee: _____Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s.
_____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract")
(scope of work)
and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to
_____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We _____ (Name of the Bank) having its Head Office at ____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 19_____ at _____

WITNESS

_____ _____

(signature) (signature)

_____ _____

(Name) (Name)

_____ _____

(Official Address) Designation (with Bank stamp) Attorney as per Power of Attorney No._____Dated _____

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India

Schedule-1
Price Bid (indicative ONLY)

To be uploaded in KPP portal ONLY by bidder

Name of Work: Segregation & loading of LVP/RDF to tippers at MSW processing plants						
Draft Tender Schedule						
Sl. No	**Description of item**	**Unit**	**Est. Qty**	**Est. Rate**	**Quoted Rate in Fig.**	**Quoted Rate in Words**
1	Hydraulic Excavator of 1.1 m3 bucket for loading of RDF/LVP to vehicles, as per the instructions of engineer in charge.	Hr	2,400.00	2,046.00		
2	Backhoe loader 1 m3 bucket capacity for Unloading of LVP/RDF from compactors and stocking of the same as per the instructions of engineer in charge.	Hr	1,200.00	1,796.52		
3	Labour for Segregating RDF/LVP	Per month	30.00	27,048.43		

Note: Payment will be made as per the Payment schedule.